

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit

FILED

September 10, 2015

Lyle W. Cayce
Clerk

TECNA PERU, S.A.C.,

United States District Court
Southern District of Texas
FILED

Plaintiff - Appellee

OCT - 2 2015

v.

David J. Bradley, Clerk of Court

UNISERT MULTIWALL SYSTEMS, INCORPORATED; KENNETH
TIERLING,

Defendants - Appellants

Appeal from the United States District Court
for the Southern District of Texas
USDC No. 4:14-CV-773

Before DAVIS, JONES, and GRAVES, Circuit Judges.

PER CURIAM:*

Unisert Multiwall Systems, Inc. and Kenneth Tierling appeal the district court's denial of their motion to compel arbitration. The arbitration clause at issue is contained in a Contract of Cession. The clause states:

The possible differences in the interpretation of the present CONTRACT OF CESSION that could be arise between the ASSIGNOR and the ASSIGNEE will be resolved as much as

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

possible by agreement between the parties or otherwise by the norms of the Civil code and other effective disposition. In case any discrepancies may remain, these will be subjected to arbitration so that they are solved by Arbitration Court made up of three members.

This suit, however, alleges breach of a different contract, an Agency Agreement, signed by the same parties. On *de novo* review, *American Bankers Ins. Co. of Fla. v. Inman*, 436 F.3d 490, 492 (5th Cir. 2006), we agree with the district court that the Contract of Cession's arbitration clause is limited to disputes regarding the interpretation and performance of that contract. It does not govern disputes arising from the Agency Agreement. For this reason and those stated by the district court, we **AFFIRM**.